

Appl. No. 10/726,796
Amdt. dated December 30, 2004
Reply to Office Action of October 6, 2004

Amendments to the Drawings:

The attached drawing sheet includes changes to FIG. 1. This sheet replaces the original sheet that includes FIG. 1. In FIG. 1, one of the inadvertently duplicated references to item 7 has been removed.

Attachment: Replacement Sheet

Annotated Sheet Showing Change

Remarks/Arguments

In the specification, paragraph [0001] has been amended in accordance with the Examiner's requirement. Paragraph [0001] now reflects the abandonment of patent application Ser. No. 10/217,421, filed August 14, 2002. This amendment was made in the previous amendment and was evidently misplaced.

A new drawing page for FIG.1 is submitted along with a second page showing the amendment made to the drawing. Both of these pages were also submitted with the previous amendment. However, based on the Examiner's comments, the new drawing page may have also been misplaced.

Claims 1-20 stand rejected under 35 U.S.C. 112, second paragraph, as being indefinite in the use of the terms "distance" and "trailer coupling". The Examiner states that it is unknown what "distance" is being referred to and what constitutes the "trailer coupling". Claims 1, 2, 4-8, 10-12 and 14-20 stand rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 3,596,925 to Ritchie. Reconsideration and withdrawal of the rejections is respectfully requested.

It is respectfully submitted that the Examiner's lack of understanding of the terms "distance" and "trailer coupling" may be the very reason that the Examiner does not appreciate the patentable distinction of the claimed invention over the Ritchie patent. According to the Merriam-Webster OnLine Dictionary, the term "distance" means "the degree or amount of separation between two points, lines, surfaces or objects". Here, the term is being used in the specification and claims to refer to the amount of separation between the cable attachment point and the trailer centerline on one side of the trailer centerline and to the amount of separation

between the cable tension point and the trailer centerline on the other side of the trailer centerline. Since the cable attachment point and the cable tension point are equidistantly separated from the trailer centerline, these distances are the same.

The term "trailer coupling" refers to the element that fits over the trailer hitch ball. This element is identified in the two embodiments illustrated in the drawings by the numbers (5) and (54). The comparison of "distance between the elements referred to above with the trailer coupling, refers to the width of the coupling compared to the distance between the centerline and each of the two points noted above. Since the coupling is round, the width is the same in all directions.

With these definitions in mind, it should be clear that Ritchie does not anticipate or render obvious the presently claimed invention. The distance between the trailer centerline and the corresponding cable attachment point and distance between the trailer centerline and the cable tension point are not described in Ritchie. There is also no description of the relationship between the dimensions of the Ritchie trailer coupling (38) and these distances. Therefore, the only way to estimate these values is from the Ritchie drawings. As applicant views the drawings, the width of the Ritchie trailer coupling is approximately equal to the distance between the cable attachment point and the cable tension point. That is, the distance between the Ritchie trailer centerline and the cable attachment point and the distance between the Ritchie trailer centerline and the cable tension point are each about one-half of the trailer coupling.

With even the most liberal interpretation, these distances in Ritchie cannot approach the minimum of "a distance that is at least a multiple larger than said trailer coupling". A multiple means at least two times the trailer coupling. Therefore, the minimum distance being claimed by

applicant is at least four times the distance illustrated by Ritchie. Therefore, the claims cannot be anticipated by Ritchie.

Further, in the absence of some teaching, suggestion or motivation, there is no reason one skilled in the art would increase the distance between the cable attachment point and the cable tension point to the minimum distances specified in applicant's claims. Specifically, there is not disclosure whatsoever in Ritchie that there is any value in the spacing of the cable attachment and tension points from the trailer centerline and no disclosure whatsoever that spacing to the minimum claimed by applicant would result in alignment of the trailer.

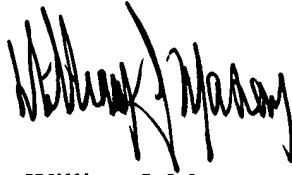
In fact, what the Examiner is doing with the value of hindsight is seeing a distance in the Ritchie drawing that is not at all apparent to applicant, making the unsupported assumption that this distance would result in the automatic alignment achieved with applicant's invention even though applicant states and claims that a larger distance is required to achieve the desired result, and then speculating with no support that it would be "obvious" for one skilled in the art to increase the distance in Ritchie to the minimum length specified by applicant. When the law as set forth in *In re Kotzab*, 217 F3d 1365, 55 USPQ2d 1313 (Fed Cir. 2000) and numerous other decisions is correctly applied, it should be quite clear that there is not basis in the law for the Examiner's reasoning or conclusion. Simply put, where is the motivation, teaching or suggestion that would lead one skilled in the art to increase the distances taught by Ritchie to the distances claimed by applicant?

In view of the foregoing amendments and for the above reasons, it is now believed that the current application is in condition for allowance. If unresolved issues remain, the Examiner

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is invited to telephone applicant's agent at the number below.

Respectfully submitted.

A handwritten signature in black ink, appearing to read 'William J. Mason', written in a cursive style.

William J. Mason
Registration No. 22,948
(910) 256-3557

Date: December 30, 2004
File No. 5705-001



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*DUPLICATE
REMOVED*

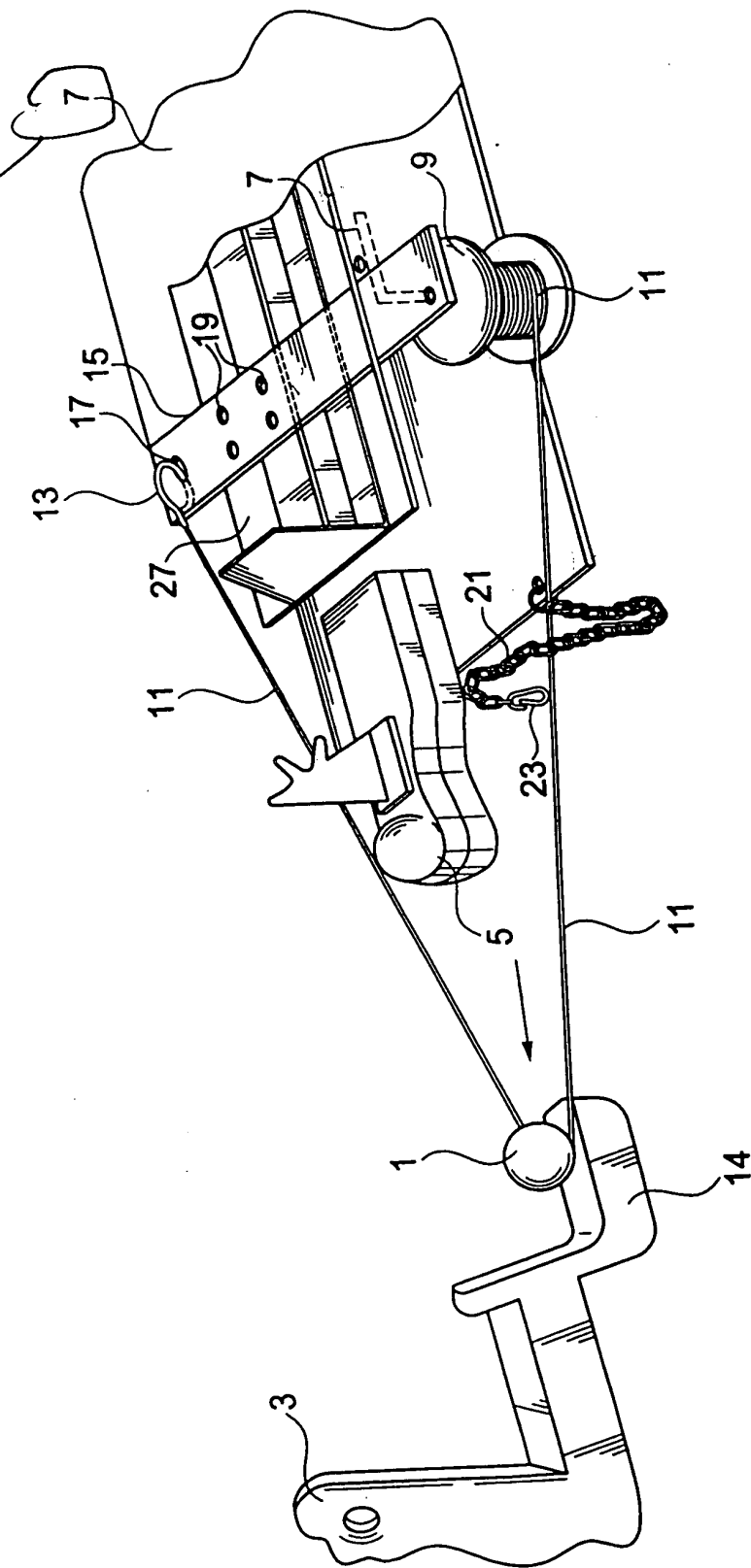


FIG.1